

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)
)
Coddi Wes 1, LLC)
t/a Rebellion)
)
Application for Renewal of a)
Retailer's Class CR License)
)
at premises)
1836 18th Street, NW)
Washington, D.C. 20009)
)

Case No.: 19-PRO-00079
License No.: ABRA-094825
Order No.: 2019-567

Coddi Wes 1, LLC, t/a Rebellion, Applicant

Daniel Warwick, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
2B

BEFORE: Donovan Anderson, Chairperson
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

**ORDER ON SETTLEMENT AGREEMENT
AND WITHDRAWAL OF ANC 2B'S PROTEST**

The Application filed by Coddi Wes 1, LLC, t/a Rebellion (Applicant), for
Renewal of its Retailer's Class CR License, was protested by the ANC 2B.

The official records of the Alcoholic Beverage Control Board (Board) reflect that
the Applicant and ANC 2B have entered into a Settlement Agreement (Agreement), dated
June 14, 2019, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Daniel Warwick, on behalf of ANC 2B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2B of this Application.

Accordingly, it is this 24th day of July, 2019, **ORDERED** that:

1. The Application filed by Coddi Wes 1, LLC, t/a Rebellion, for renewal of its Retailer's Class CR License, located at 1836 18th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 9 (License Ownership and Compliance with ABRA Regulations)
– The following language shall be removed: "Applicant also specifically agrees to be the sole owner of the ABC license."

Section 10 (Notice and Opportunity to Cure) – The language "shall constitute a cause for seeking a Show Cause Order from" be replaced with the language "shall constitute cause for filing a complaint with."


The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 2B.

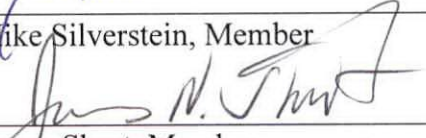
District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Mike Silverstein, Member



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member



Rafi Crockett, Member

Pursuant to D.C. Official Code § 25-433(d)(1), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 14 day of June, 2019 by and between Coddi Wes LLC t/a _Rebellion, License #094825 ("Applicant"), and ANC2B ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a License Class C, License Number 094825, for a business establishment ("Establishment") located at 1836 18th street NW, Washington, D.C. ("Premises");

WHEREAS, Protestant is Advisory Neighborhood Commission 2B, who filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;-

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application **adverse impact on the peace, order, and quiet of the neighborhood;**

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on peace, order, and quiet and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant will manage and operate a Class C restaurant with an emphasis on food, as noted below. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Interior Hours

Sunday 10:30 a.m. –2 a.m.,

Monday through Thursday 10:30 a.m.–2 a.m.,

Friday and Saturday 10:30 a.m. – 3 a.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday 10:30 a.m. – 2 a.m.,
Monday through Thursday 10:30 a.m.– 2 a.m.,
Friday and Saturday 10:30 a.m. – 3 a.m.

- 6.. ***Sidewalk Café and Summer Garden.*** Applicant will direct that its employees inspect the sidewalk café at least once each hour to ensure its cleanliness. The sidewalk café as well as the summer garden shall open and close each day of the week at the same times.

Sunday 11 a.m. – 11 p.m.,
Monday through Thursday 11 a.m.– 11 p.m.,
Friday and Saturday 11 a.m. –12 a.m.

7. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

Furthermore, Applicant agrees to significantly lower the volume of the outdoor TV in the summer garden at 10 PM.

8. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Protestants are concerned that the hours of operation may sought by the Applicant for the Premises might pose security and crime issues. Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

- 9.. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.

- 10 Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an

emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Rebellion
 1836 18th Street NW
 Washington, DC
 Attn: Brian Westlye

If to Protestants: Advisory Neighborhood Commission 2B
 9 Dupont Circle NW
 Washington, DC 20036
 Attn: Daniel Warwick
 (360) 200-8978

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

11. ***Withdrawal of Protest.*** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

ANC or other Protesting Organization

Daniel Warwick
By: Printed Name

Chair, ANC 2B

Dave Smith
Signature

APPLICANT:

Rebellion
Establishment's Name

Brian Westlye *BRIAN WESTLYE* *OWNER*
By: Printed Name/ Title

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

<hr/>)	
In the Matter of:)	
)	
Tan, Inc.)	
t/a Straits of Malaya)	
)	Case No. 60986-07/095P
Application to Renew its)	License No. 72622
Retailer's Class "CR" License)	Order No. 2008-204
at premises)	
1836 18 th Street, N.W.)	
Washington, D.C.)	
<hr/>)	

Tan, Inc. t/a Straits of Malaya, the Applicant

William F. Stephens, Mike Graven, Kristen Jaglo, Camiller Grosdidier, Andrea Powell and Anthony Choist, (A Group of Five or More Individuals), Protestants

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Mital M. Gandhi, Member

**ORDER ON VOLUNTARY AGREEMENT
AND WITHDRAWN PROTEST**

The Application of Tan, Inc. t/a Straits of Malaya, to renew its Class "CR" License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on August 15, 2007, in accordance with D.C. Official Code § 25-601 (2001). William F. Stephens, Mike Graven, Kristen Jaglo, Camiller Grosdidier, Andrea Powell and Anthony Choist, (A Group of Five or More Individuals), Protestants, filed timely written opposition to the Application. On May 20, 2008, the Protestants filed a Notice of Withdrawal, voluntarily withdrawing their protest.

The official records of the Board also reflect that the Applicant and Marcus Cohen, an abutting property owner, have entered into a Voluntary Agreement (Agreement) dated November 28, 2007 setting forth the terms and conditions by which the Applicant would operate its establishment. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Marcus Cohen are signatories to the Agreement.


Tan, Inc.
t/a Straits of Malaya
License No. 72622
Page Two


Accordingly, it is this 28th day of May 2008, **ORDERED** that:

1. The protest of a Group of Five or More Individuals is **WITHDRAWN**;
2. The Application filed by Tan, Inc. t/a Straits of Malaya, to renew its Retailer's Class "CR" license, at 1836 18th Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Voluntary Agreement between the Applicant and Marcus Cohen, an abutting property owner, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and to the Protestants.

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Moy, Member


Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.


Voluntary Agreement

Marcus Cohen, 1802 T Street NW (abutting property owner sharing a common wall)
And

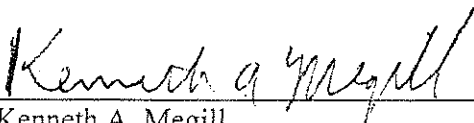
Tan Inc, Trading as Straits Of Malaya
1836 18th Street NW
Washington, DC 20009
Liquor License Number 72622

November 28, 2007

1. The owner, Tan Inc, agrees to remain open to the maximum extent permitted by law, so long as business warrants. The parties agree that having the Straits of Malaya open with customers both inside and outside the restaurant enhances the value of property in the neighborhood, inhibits crime and other unlawful activities, and promotes the peace, order and quiet of the neighborhood.
2. The abutting property owner encourages the owners to apply for an entertainment license and believes that providing a venue for local artists, actors, and musicians would be of benefit to the neighborhood.
3. In case the Community has a concern regarding the operation of the business, they shall first contact the owner prior to involving the ANC, the District of Columbia agencies or officials, or law enforcement agencies, or instituting proceedings under this agreement.
4. The parties agree to meet and negotiate in good faith regarding any proposed changes in the liquor license or this Agreement. If the parties cannot agree, they may engage a mediator to assist in the negotiations.
5. In the event of a violation of the provisions of this Voluntary Agreement, the owner shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within thirty (30) days thereafter before any action against the owner on the basis of such violation may be undertaken.

 11/28/2007

Marcus Cohen
Abutting property Owner (1802 T Street NW)

 11/28/2007

Kenneth A. Megill
Owner, Tan, Inc.